G. R. S. 59]

GENERAL AND REVENUE SECRETARIAT.

1909.
(Muzrai)

File No. 281

Serial Nos. 1—10

Papers Filed.

Month April 1911

SUBJECT.

Lease of Vaghai Kulam Village in the Tinnevelly Dt, belonging to the Sri Sonai Vyaparayaswami Mdu—

PREVIOUS REFERENCES	LATER REFERENCES

G. R. S. 12]
General and Revenue Secretariat.

Mung File No. 281 of 1909

Serial No.

I cannot but think that 1000 Rs is an extravagant amount to pay for the issue of a notice. Does it include the filing of a suit also?

I have altered the order so as to leave this matter to be adjusted acc^g to the best terms available.

Perhaps the proper course would be to settle a fee for the case as a whole & advance a portion of it for issuing notice. It is hardly the correct thing for Govt to pay fancy fees.

15/11/09

2 To, The Munsif Superte in mysore and copy to G O no 1222-3 dated 16th nov^r 1909

Directs that proceedings necessary to safeguard the interests of the Matha by means of a court suit may be initiated and sanctions in advance

NOTE—Contn. sheet.

BPG—55,000—27-4-09

G. R. S. 12]
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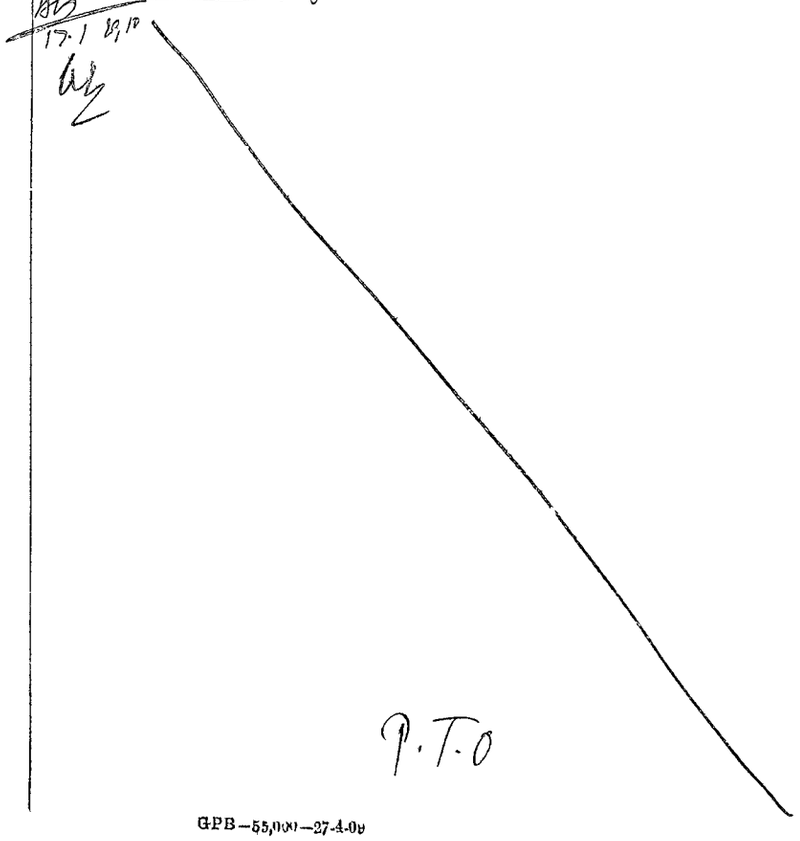
	of Rs 100/- for the purpose to be adjusted in due course
3	From, the Mmz Supdt in Mysore Letter no 6;4 Dt 17.1.1910 Submits a memo about the Cist refd. to in 8 & 2
*2(copy)	The Mmz. Supdts English memo goes fully into the facts of the case. That offr proposes that Govt may for the present sanction a sum of Rs 1000/- for this litigation and consider the question of lease after the question of the restoration of the British Inam properties to the Math is settled Submitted for orders

17.1.10



P.T.O

NOTE—Contn. sheet.

GPB—55,000—27-4-09

(4

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Serial No.

Submitted to Government Counsel for orders.

17/1/1910

P.S. I beg to invite attention to the description of the plaintiff in the plaint as appointed by the Govt of Mysore and the Dewan.

17/1/1910

Submitted to the Government Counsel for his opinion and the practice of Secretary Dept III for opinion about the practice of Secretary.

15/1/10

Forwarded to the Govt Advocate for favour of opinion at a very Early date.

B. O.

18/1/10.

There are five reliefs claimed in the draft plaint. Of them the reliefs (a) and (c) are the main ones. If these reliefs cannot be granted without cancelling the orders of the settlement Officer and

NOTE—Contn. sheet.

GPS—55,000—27-4-09

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and the Revenue Board as prayed for in relief (b), the suit must be brought, under Article 14 of ------ schedule II of the Limitation Act, within one year - from the date of the first order. If, on the other hand, it be held that these orders are not binding on the Mutt (plaintiff) and that therefore they do not, even if allowed to remain uncancelled, stand in the way of Court's granting the reliefs (a) and (c), then the rule of 6 years laid dow in article 120 will -- apply as there is no other period fixed for a suit - for an injunction.

As both these views seem plausible, it seems - to be prudent to file the suit within one year from the date of the order of the settlement Officer.

It may be noted that in the draft plaint no -- claim is put forward for damages for wrongfully cut- ting open the bund of Arasadekulam tank belonging to plaintiff as alleged in para 11 of it. This wrongful act and the diminution of water for the plaintiff's lands in consequence of the use of the water of the canal in question for the Anandankulam lands under the --- orders of the Government Officers, form the cause of action against the defendants. Unless these facts are proved the plaintiff cannot succeed in the case. The counsel engaged for the case may be asked to --- consider the question of claiming the damages also.

19.1.1910

L. Narayana Rao
Govt advocate

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Subd

SN
20/1

Legislative Branch.

20/1/10

310

Remembrancer of Legislative Councils

Advocate General

20/1/1910

2590
20.1.10

The filing of the suit may be authorised. The fees claimed for lawyers are exorbitant & unreasonable. The Swami's Consent shd be obtained & the Govt Agent shd be asked to exert himself to secure the services of a less exacting pleader.

An advance of 200 or 300 Rs may be given. A separate fee of 75 Rs for drawing up a plaint is absurd. I cannot believe that the Govt Agent or other person concerned would have agreed to this sort of treatment if he were dealing with his own money.

Allowed by draft dt 24/1/1910

24/1/10

NOTE—Contn. sheet.

GPB—55,000—27-4-09

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General and Revenue Secretariat.

Mug File No. 281/269 of 1909

7

Serial No.

Draft dated 24-1-10. Issue 31/1/10

7

4. To.

The Imperial Superintendent in Mysore & Coorg.

No. 1913-14 dated 31st January 1910.

Sanctions a further advance of Rs 200/- for filing a Suit in respect of the Supply of Water to the Vaghaikulam Tank.

5 From

The Imperial Superintendent in Mysore.

No. 479 dated 15-6-10

Submits further report about Vaghaikulam Litigation and recommends that the Village may be leased to Sankara Ayen Son Sundaram Ayen for a period of Ten years one of the Conditions being that he should carry on all the litigation at his Cost.

6 From, Rama Ayen Swaminadhamanya Ayen.

Telegram dated 13-10-10 to the Dewan

"As per your order 19th June 1910, I am ready to take Contract for Vaghaikulam Village heard that previous Contractor Came there to take Contract. after receiving reply

NOTE—Contn. sheet.

GPB—55,000—27-4-09

(E

Serial No.

from you I will start with advance waiting for reply."

The question of the rate of lease was referred to Board for [illegible] settle it (vide [illegible] dated 17th January 1910, [illegible]). The proposals of the Board [illegible] were [illegible] the Government. These were

1. that the lessee [illegible] per cent per annum,
2. that he should [illegible],
3. that the lessee should [illegible] endeavours to secure [illegible] the Patta;
4. that the lessee should [illegible] which interest at the rate [illegible] Govt. Savings Bank [illegible]

It was due of [illegible] proposed that lessee should [illegible] 2,00 out of the amount he was [illegible] Patta. Now as the lease is [illegible] (and not 18 as originally proposed) [illegible] in Sri Vaikuntam Taluk [illegible] Sankara Iyer he is [illegible] Co. In other respects the conditions are practically the same. The lease is to be given to Sankara Iyer for in addition to the three kinds of limitation referred to already one more is [illegible], viz. to be [illegible] crops on some dry land [illegible] watercourse and the right to grow double crops on

Note—Contn sheet

GPB—30,000—27-4-09

Serial No.

618

so e vet Individual ... assessment.

As stated already, the conditions referred to are acceptable to the Municipality. There is therefore no necessity to consider the telegrams.

The Puzzi Superintendent's files containing the papers referred to on previous occasions are also put up for reference.

Submitted to No. 2 (Mr. Ambedkar, Second Councillor.)

16/10/1910

This agreement may be accepted & entered into.

20/10/10

Submitted to the Councillors

Desai Sankara Iyer was at Mysore to know what this order would be; but had to go away to perform some ceremony. Mr. Ayub Khan also spoke that early settlement as we may in order that proper arrangements for the conduct of the suit. As I communicated to them by wire the order passed, a duplicate Official order would follow.

In the meantime Narasimma Iyer (the 2nd defendant in the Vaghrikulam suit) and Sambasiva Iyer agreed to sign the kai

Note—Contn. sheet

GPB—55,900—27-4-09

Serial No.

No 479 came all the way to Mysore to speak some in this matter.

They had to say that this litigation is part of with the idea of combining this case to Lan. Kana Iyer and that as a matter of fact there is no reason for litigation. Narain Sami Iyer stewards the written statement in this case of the 1st dept, the Secretary of State, to the effect that the Channel has been, ~~improved~~ and will be improved and that it finds Vaghoikulam more water than is necessary.

Though it ~~might have~~ Arandankulam tank has newly been made channel fed and though it might be true that water has been supplied for 3 days out of 5 to Vaghoi-kulam and for 2 days out of 5 to this ~~as~~ it may be for Village lands ~~do not know it, & have already tried~~, but we can not proceed until we prove some actual damage. The first Agent ~~wants~~ also knows the ~~wants~~ to enjoy Mr. Channe to investigate the matter in ~~any~~ his evidence. I am told that they will be useful if this Channel is improved.

It is also doubtful if the two tanks (1) about working Arandankulam Channel fed/already filled) and (2) about the terms for water/the

NOTE—Contn. sheet.

GPB—55,000—27.4.09

Serial No.

filed) will be unsafe.

The 3rd point refers to the rent to be paid by the ryots, such as Yanamadi etc. This also may not be unsafe as according to ~~Lakhiraj~~ the Madras Estates Land Act the ryots may ask for a cash rent being fixed (Vide Sections 40 & 164)

A formula that has already been agreed to.

From the above it will be clear that there is some probability in both Narain Sawmi Iyer and Lambanna Iyer being. It would be more profitable if the Mutt put the money in the shape of cash and rent the money that is now to be spent on litigations which may prove to be useless. Practically the Mahatma arrangement & those recommended amounts to the Mutt ~~keeping~~ enabling Lambanna Iyer to retain, at the expense of the Mutt, his grasp over Narasimmi Iyer; but I suppose it is an arrangement as long as the Mutt itself agrees to this arrangement.

Lambanna Iyer is willing to pay Rs 7500 a year or Rs. 3000 more than what Narain Sawmi Iyer agrees to pay and the Mutt to receive, on the conditions agreed to by Lambanna Iyer. If there should be an auction they

Cost of Petitioner's visit

NOTE—Contn. sheet.

GPB—55,000—27.4.09

Serial No.

a lawyer's fees may be offered.
I have only brought this to his notice if his Second Councillor just to show how matters stand. I do not mean that his order proposed should be cancelled. ~~As long as~~ On consent of his Mott having been secured we are safe.

Mr. Ananthakrishna Shastry of the Adyar Library is interested in this matter and spoke to me about it. He appears to be a Sambasiva Iyer with a fortune if Sambasiva Iyer's heirs are accepted.

Submitted with a draft for his Secretary's order for approval

Alexander Aga

21 II 1910

P.S. Perhaps Sundaram Iyer and Sankara Iyer may have an idea of claiming Rs. Compensation in the event of this not being commuted into cash. I shall enquire into this matter when the draft of this Secretary's letter is before me. With this view I have fixed that this Secretary should not be approved for Rs.

Alexander Aga

21. II. 1910

291

Read 22/2/10

GPB—55,000—27-4-09

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General and Revenue Secretariat.

File No. 391 of 1907

(13

Serial No.

[illegible] the New Zealand Petroleum Syndicate.

RL.
3/1/11

[illegible]

[illegible]

The replies of the Administration appear to be necessary for proceeding further. It may be minuted if approved.

RL
10/1/11

8 From the Warden of the Upper Waitaki 29.1.11. Applying for the [illegible] to Sinclair after [illegible]

Submitted for orders.

RL.
30/1/11

[illegible]

1435 Telegram dated 31st January 1911 from Saul and Warner, Ravensbourne Dunedin

31/1/1911

The agreement may be concluded Please let me see draft order.

1/2/11

The man who telegraphed has not turned up

Note.—Contn. sheet.

GPB—55,000—27-4-09

Serial No.

apparently to show any reasons against the grant of this lease. As the Swami of the Matha also recommends that the lease should be granted as proposed by the Collr. of Salt, the draft is approved -

2/2/11

Issue Loose

2/2/1911

Issued. Draft V.P. to Revenue Secretary

Issue

7/2/11

7/2/11

9 To

The Huzur Superintendent,
Comptroller & Govt
Ots 1925-6 of 4 2 1911

Sanctions the Huzur superintendent's recommendation and observes that the lease deed should be submitted for approval of Govt before it is executed -

10 From S. Sambasiva Iyer, Ambasamudram
Petn. dt 1687 of 8 2 1911

NOTE—Contn sheet.

GPB—55,000—27-4-09

G. R. S. 12]
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Serial No.

Prays, among other things, that the lease of inam village of Vaghaikulam may be granted to ... on an annual rental of Rs 10000/-

...

From page of this Note it will be seen that soon after the Second Councillor recorded his order and before it was issued in due course, Sambasiva Iyer and Narayanasami Iyer came to Mysore and made a representation to me. Had they come a week earlier, matters could have been smoothly disposed of. As things stood, I had committed myself by telegraphing to Sankara Iyer the acceptance of his son's lease. So I did not know what to do.

Subsequently Mr. Ananthakrishna Sastry having come in person and made a representation to the Second Councillor and me, I submitted my note of 21-11-1910.

The Second Councillor directed me to write confindentially to the Government Agent and

NOTE—Contn sheet.

GPB—55,0 8)—27 4.0.

Serial No.

see if a larger sum could be secured from Sundaram Iyer. The Government Agent wrote that this was not possible. Then I was directed to consult the Swami again. His reply has already been noted.

Before orders could be passed , one Mr. Sankara Narayana Iyer sent a telegram on 31-1-1911 to the Second Councillor and me to the effect that he had started with money for obtaining this lease. The party not having turned up, the draft accepting Sundaram Iyer's lease was approved. Sankara Iyer had come here in the meantime and was asking for early orders. The Government order was issued on the 4th February 1911. The 5th and 6th were holidays, and on the 7th I issued orders to the Government Agent in accordance with the Govt. Order. On that day I attended office late. Sambasiva Iyer and Sankaranarayana Iyer, who came to Bangalore not finding me in the office, seem to have gone to my house and I saw them there when I returned home after issuing the order to the Government Agent. Thus by some inexplicable fatality these two were late again. If they had come even a day earlier or at least waited for me in the office I would not have issued the order and the question would not have been further complicated. The orders were however issued. In accordance with the Second Councillor's instructions, a telegram was sent to the Government Agent to treat the order as confidential and to take no action on it and not to communicate it to anybody. He wrote back saying that he had before receipt of the telegram communicated the order to Sundaram Iyer

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General and Revenue Secretariat.

File No. 201 of 1909

Serial No.

who had come here and had gone to Sholinghar. Sambasava Iyer, Sankaranarayana Iyer and lessee Sankara Iyer were all at Bangalore awaiting orders. The Second Councillor finally said that as the lease would expire on the 30th June 1912, the question of a future lease would only be considered 3 or 6 months before the expiry of the present lease. This was orally communicated to the three parties and the Government Agent was also written to. Sankara Iyer and the others went away.

On 23-3-1911. Mr. Anantakrishna Sastry sent a telegram to the effect that lessee Sankara Iyer had left to make some representations and that he also had started. Sankara Iyer did not come at all; But Mr. Anantakrishna Sastry came. He seems to have made a representation to the Second Councillor, and saw me also after my return from Seringapatam on the 29th of last month. From what he said I gathered that Rs. 10000/- a year is too large a sum and that one or two persons who had offered high rents this year suffered some loss as the price of paddy fell. I assured him that the question of future lease would not be taken up before January or March next and that, if in the meantime I inspected the village in July or August as I proposed to do, the question might be settled earlier and that in any case he and the others would have notice before the lease was settled.

13/4/1911

Read 13/4/1911

NOTE—Contn. sheet

GPB—50,000—12-8-10

488 Encls. 6

D 925

Encl 281-09-1

Muzrai Superintendent's Office,

Dated Bangalore, 15th November 1909

From,

The Muzrai Superintendent in Mysore

Bangalore.

To,

The Secretary to the Government of H. H. the Maharaja of Mysore, General & Revenue Departments, Bangalore.

Sir,

In forwarding herewith the marginally noted papers relating to Vaghaikolam, an inam village of the Sri Vyasarayaswami Matt in the Tinnavelly District, I have the honor to state that the Vaghaikolam tank is entitled to water from the Kodamelalaghian channel for 18 days in the month. On the ground that the channel has been improved the P. W. Department are not now allowing water for 18 days. For the same reason the Special Settlement Officer has treated some rain fed Government tanks as Channel fed. An appeal was preferred to the Board of Revenue against the latter's decision (I was not consulted in this matter) by the lessee and the Settlement Officer's order was upheld. The action of the P. W. Department and of the Settlement Officer cause a ~~deviation~~ diminution of supply to Vaghaikolam and the income will go down unless matters are set right by a Civil suit. Lessee Sankara Iyer has come here and says that ~~[illegible]~~ once for all a Civil suit may be filed without appealing again to H. E. the Governor in Council. The Settlement Officer's order was passed on 24-1-1909 and the suit has to be filed within a year, two months notice being given to the Collector. As the notice has to be delivered before the 24th Instant the matter has to be urgently disposed of. This notice which will eventually be the plaint has to be very carefully drawn up by an experienced Vakil. Both the Government Agent and the lessee say that ~~[illegible]~~ a fee of Rs. 100 has to be paid. I request

2. Do. 2 encls — Do — Do
3. Dr. Lr. No. 77 Dy 20 4 09 — Do. 2 encls — Do —
4. Report No. 2689 4.09 with 2 copies of — No letters
5. Letter Dy 4 10 09 from Sankara Iyer
6. Report No. 4389 3/10 09 from the Govt. Agent

that this may be sanctioned.

I have the honor to be,

S i r,

Your most obedient servant,

Muzrai Superintendent

C. K. M.,

G.R.S. 28]

File No. 281-09
Serial No. 2

Diary No. of letter replied to.

Proceedings of the Government of His Highness the Maharaja of Mysore.

GENERAL AND REVENUE SECRETARIAT.
( )

, *the* 190

Date of issue 16th November 1909

Signed by Mr. A. S. Dyer

READ—

Letter no 488 dated 15th November 1909 from the Asst. Superintendent in Mysore (in extenso)

Order thereon. No. 1222-3 M-7.281-09-2

Govt are pleased to direct that ~~the proper~~ notice to the Collector may be issued at once they are also pleased to sanction an advance of Rs 100/- ~~recommended~~ by the Asst Supdt as ~~the fee~~ that proceedings necessary to safeguard the interests of the matter by means of a civil suit may be initiated at once and to sanction an advance of Works for the purpose, to be adjusted in due course.

15.11.09
pver
for Secretary.

ORDER THEREON.—

SUBJECT

GPB—6,000—13-5-08

To,

The Hon. Secretary in Mysore
& Cochin, Mysore Dist.

D 1352

Mu 7 281-09-3

No 694

Office of the Muzrai Superintendent
in Mysore.
Dated Bangalore, 17th January 1910

From

A. Subrahmanya Iyer Esq., B.A.,
Muzrai Superintendent in Mysore.

To

The Secretary to Government of His Highness
the Maharaja of Mysore,
General and Revenue Departments.

Sir,

With reference to Government order No.1223-3/MuzF.281-09-2 dated 16th November 1909, I have the honor to submit herewith for the orders of Government a memo about the suit to be filed in the matter of the diminution of water supply to Vaghaikulam village in the Tinnevelly District belonging to Sri Vyasaraya Swami Matt.

I have the honor to be,
Sir,
Your most obedient servant,

Muzrai Superintendent.

M E M O.

There are three important questions in connection with the Vaghaikulam village. These are:-

(1) Conversion of Anandankolam tank from rain fed to river fed.

(2) Supplying water to Vaghaikulam for a less period than the marool period of 18 days.

(3) The items constituting the Pelvaram rent due to the landlord or his lessee.

2. I have referred to all the three matters in file No.272-09 about the restoration of the British Indian villages to the Matt and to matters 1 and 2 in file No.281 of 1909-10.

3. Government in their order No.1223-3/Muz.F 281-09-2 dated 16th November 1909 have sanctioned an advance of Rs.100/- for taking steps in the matter of filing suits about 1 and 2. The Plaint in the case of (1) is ready. As regards (2) the Vakils advise that as the Collector on receipt of the notice has proposed to enquire if a stamped petition is presented that course should be followed before filing a suit.

4. As regards (1) it is said that in com-

puti

computing the limitation period of one year the period of two months required for notice may be deducted and the suit thus filed within 14 months from the date of the order. In that case the damages in regard to Pishanam crop can also be ascertained and claimed in the suit and the questions as to who is to conduct the cases and on what terms Lessee Sankara Iyer's lease may be renewed may be taken up after the question of restoring the British Indian villages to the Matt is settled.

5. The point is however doubtful and there are Vakils who think that the suit should be within one year from the date of the order. In that case it has to be presented about the 24th instant. There is scarcely time to dispose of the restoration question; and in the event of restoration it would not be fair to leave the Swamy to make his own arrangements at short notice. So the matter must be dealt with by Government.

6. The Government Agent in his report No.31 dated 12th January 1910 has urged reasons ~~in paras 11,14,17 and 21~~ paras 11, 14, 17 and 21 for Government not

directly conducting the litigation. So he proposes that the lessee whoever he may be should be asked to conduct the suits at his own expense. As the present lessee is well acquainted with all facts having been lessee for nearly 20 years and as he seeks a reneval of lease the Government Agent proposes in paras 25,26,27 that the terms of the lease may be settled and has offered suggestions in this matter.

7. Sankara Iyer has now to pay Rs.3900/- a year out of which he deducts Rs. 600/ in liquidation of the debt due to him and Rs.720/ towards the interest on the sum of Rs. 8000/ deposited by him. He also pays the Government dues.

The terms orally proposed for reneval are

(1) The lease to run up for 18 years after the expiry of the present lease.
(2) Sankara Iyer to forego Rs.2500/- of the amount deposited and to charge Savings Bank rate interest on the balance
(3) Sankara Iyer to conduct all the litigation at his cost.
(4) Sankara Iyer to pay Rs.4500/- a year for Vaghaikulam and also the lands in Srivaikuntam Taluk which now yield Rs. 350/ a year.

8. As in his Srimukha asking for the restoration of the British Indian villages the Swamy has said that during the pendency of that question no leases should be settled on the recommendation of the Agent, I am averse to negotiate with Sankara Iyer now. The case being urgent I asked the Government Agent why he should not settle the terms after consulting the Swamy. This idea was not acceptable to him and I cannot say that his opinion that so long as the management rests with Government there is no necessity to consult the Swamy is not correct. Matt Karbhari Subba Narasimhachar was here and I asked him to settle the terms in consultation with the Government Agent. He seems to have thought it beneath his dignity to consult the Government Agent Raghavendra Rao the removal of whom is for the present the sole object of Subba Narasimhachar.

9. The settlement of the lease is a troublesome matter. Ordinarily I should have disposed of it in auction; but there are special circumstances. And even assuming that these

special conditions could be referred to in the proclamation of auction and the matter satisfactorily settled there is the recommendation of the Government Agent in favour of Sankara Iyer. We are all conversant with the consequences of arrangements made against the wishes of local executive officers. If the Government Agent's recommendation is approved there will be a complaint from the Matt that we are ruining it.

10. Looking upon this case from all points of view I think that the best course will be though Government Agent Raghavendra Rao may feel discomfited to ask the Swamy to settle terms with Sankara Iyer and the Government Agent to take steps for the execution of a lease in these terms. As there is not time even for this I would propose that Government may for the present sanction a sum of Rs.1000/- for this litigation and consider the question of lease after the question of restoration is settled.

11. The Government Agent's Reports noted in

No.74 dated 18th December 1909
No.84 " 5th January 1910
No.86 " 9th January 1910
No.91 " 12th January 1910

the margin are appended.

Muzrai Superintendent.

17/1/1916.

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File No. 281-09

Serial No.

Diary No. of letter replied to

Proceedings of the Government of His Highness the Maharaja of Mysore.

GENERAL AND REVENUE SECRETARIAT.

( )

, *the* 190

Date of issue 31st January 1910

Signed by Mr. A. S. Dyer

READ—

Govt Pro: No 1222-3 Mun. F 281-09-2 dated 16th Nov. 1909, sanctioning a sum of Rs 100/- to safeguard by means of a civil suit the interests of the Sri Vyasarayaswami Matt in respect of the supply of water to the Vaghaikulam tank in the inam village of Vagaikulam belonging to the Matt.

ORDER THEREON—NO.

Letter No. 1354 dated 17th Jan'y. 1910, from the Munsif Supdt in Mysore, submitting a memo for the orders of Govt about the suit to be filed

— " —

over

SUBJECT

GPB—6,000—13-5-08

Order thereon :- 1913-14/Mun.-7. 281-09-4

The Govt are pleased to authorize the filing of the suit and to sanction a further advance of Rs 200/- for the purpose, the charge being met from the funds of the Sri Vyasaroyaswami Matt. The Munsiff Supdt is requested to obtain the consent of the Swamiji. As the fees claimed by lawyers are exorbitant and unreasonable, the Munsiff Supdt is further requested to direct the Govt Agent to exert himself to secure the services of a less exacting pleader, and to be economical in spending the funds of the Matt for instituting suits of the kind under reference.

(Sd) 31/1/1914

For Secretary

To

The Munsiff Supdt in Mysore.

" Comptr Mysore Govt

D. 719

Mem. F. 281-09-2

No. 479 encls 9

Office of the Huzrai Superintendent,

dated Camp Mysore, 15th October 1910.

From,

A. Subrahmanya Iyer., Esq., B. A.,

Huzrai Superintendent in Mysore.

To.

The Secretary to the Government of His Highness the Maharaja of Mysore, Home & Rev: Depts.

Sir,

With reference to Govt. Order No. 1222-Huz. F. 281-09-2 dated 16th November 1909, about the suit to be filed in regard to the irrigation facilities of Vaghaikulam village, I have the honor to submit the marginally noted papers from which it will be seen that the Government of the Maharaja of Mysore have not this yet it will not be advantageous to carry on at the cost of the state the litigation connected with the said village of Vaghaikulam and that therefore he proposes to extend the lease of the present lessee Ramaiyer or to be more correct, to grant the lease to his son for ten years from fasli 1322 on the conditions specified below:-

1. Govt. Agent's confidential report No 2267 D/ 30-6-1910. Encl. C
2. D. O. D/ 27-7-1910.
3. O. M. to Govt. Agent No 115 D/30-7-10.
4. Report from Govt. Agent No, 622 D/1-10-10 Encl. D
5. Vignapana Patrika to Swamigalu No 458 D/11-10-10
6. Srimukha from the Swamigalu No. 9 D/ 10-10-10. Encl. E
7. Telegram from Sambasivayyer D/12-10-10.
8. Do " Krishna Sankaraiyer, D/12-10-10
9. Do, " Ramaiyer Sivasubrahmanyaiyer D/13-10-10

1. That the lessee should pay a rent of Rs. 4500 a year,
2. That he should pay all the Government dues,
3. That the lessee should carry on all the litigation at his own cost and use his best endeavours to secure decisions favourable to the state.
4. That the lessee should deposit Rs. 5000 on which interest allowed by the Govt. Savings Bank should be paid by the state.

2 It will also be seen that the Swamigalu has no objection to the extension of the lease on the terms noted above.

3. I have next to deal with a number of telegrams offering larger amounts and stating that the Government Agent and lessee Sankara Iyer are acting in collusion. [illegible] the persons who have sent telegrams, [illegible] have been referred to in para 2 of Government [illegible] No. 86 dated 9th January, 1910. [illegible] is willing to accept the terms proposed these do not appear to be any necessity to consider these telegrams.

I have [illegible]

Sir,

Your most obedient servant,

Assistant Superintendent.

G.R.S. 13]

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

G. 1. INDIAN TELEGRAPHS.

NOTICE.

This form must accompany any inquiry made respecting this Telegram.

Charges to pay. Rs. As.

Office Stamp.

MYSORE 13.DEC.10 S.T.O.

Handed in at	Office of Origin.	Hour.	Minute.	Service Instructions.
	Nandidrug			

TO

Dewan Mysore.

(As per your [illegible] No. [illegible] [illegible] [illegible] Nandidrug [illegible] [illegible] [illegible]

No 1759 — Dt 9—1—1911

Rms-284-09-7

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27-1-11

Reg Post
24
30/11/11

Certificate Note
30/11/94

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Rec 1:28 4-4

ಬಾಳೆಹಣ್ಣು ನಡಿಸಿಕೊಂಡು ಬಂದಳು ಅಲ್ಲಿಂದ ಕೊಲ್ಲಾಪುರಕ್ಕೆ ಹೋಗಿ ಅಲ್ಲಿಂದ ಕೊಲ್ಲಾಪುರದಿಂದ ಬೆಳಗಾವಿಗೆ ಬಂದು ಅಲ್ಲಿಂದ ಬೆಳಗಾವಿಯಿಂದ ಹುಬ್ಬಳ್ಳಿಗೆ ಬಂದು ಅಲ್ಲಿಂದ ಹುಬ್ಬಳ್ಳಿಯಿಂದ ಗದಗಕ್ಕೆ ಬಂದು ಅಲ್ಲಿಂದ ಗದಗದಿಂದ ಬಾಗಲಕೋಟೆಗೆ ಬಂದು ಅಲ್ಲಿಂದ ಬಾಗಲಕೋಟೆಯಿಂದ ಬಿಜಾಪುರಕ್ಕೆ ಬಂದು ಅಲ್ಲಿಂದ ಬಿಜಾಪುರದಿಂದ ಗುಲ್ಬರ್ಗಕ್ಕೆ ಬಂದು ಅಲ್ಲಿಂದ ಗುಲ್ಬರ್ಗದಿಂದ ಬೀದರಿಗೆ ಬಂದು ಅಲ್ಲಿಂದ ಬೀದರಿನಿಂದ ಔರಾದಕ್ಕೆ ಬಂದು ಅಲ್ಲಿಂದ ಔರಾದದಿಂದ ಬಸವಕಲ್ಯಾಣಕ್ಕೆ ಬಂದು ಅಲ್ಲಿಂದ ಬಸವಕಲ್ಯಾಣದಿಂದ ಹುಮನಾಬಾದಕ್ಕೆ ಬಂದು ಅಲ್ಲಿಂದ ಹುಮನಾಬಾದದಿಂದ ಬೀದರಿಗೆ ಬಂದು ಅಲ್ಲಿಂದ ಬೀದರಿನಿಂದ ಗುಲ್ಬರ್ಗಕ್ಕೆ ಬಂದು ಅಲ್ಲಿಂದ ಗುಲ್ಬರ್ಗದಿಂದ ಬಿಜಾಪುರಕ್ಕೆ ಬಂದು ಅಲ್ಲಿಂದ ಬಿಜಾಪುರದಿಂದ ಬಾಗಲಕೋಟೆಗೆ ಬಂದು ಅಲ್ಲಿಂದ ಬಾಗಲಕೋಟೆಯಿಂದ ಗದಗಕ್ಕೆ ಬಂದು ಅಲ್ಲಿಂದ ಗದಗದಿಂದ ಹುಬ್ಬಳ್ಳಿಗೆ ಬಂದು ಅಲ್ಲಿಂದ ಹುಬ್ಬಳ್ಳಿಯಿಂದ ಬೆಳಗಾವಿಗೆ ಬಂದು ಅಲ್ಲಿಂದ ಬೆಳಗಾವಿಯಿಂದ ಕೊಲ್ಲಾಪುರಕ್ಕೆ ಬಂದು ಅಲ್ಲಿಂದ ಕೊಲ್ಲಾಪುರದಿಂದ

C.

INDIAN TELEGRAPHS.

NOTICE.

This form must accompany any enquiry made respecting this Telegram.

Charges to pay.

Rs.	As.

Office Stamp.

Handed in at	Office of Origin.	Hour.	Minute.	Service Instructions.

TO

G.R.S. 28.]

File No.

Serial No.

Diary No. or letter replied to

Proceedings of the Government of His Highness the Maharaja of Mysore.

GENERAL AND REVENUE SECRETARIAT.

( )

, the 19

Date of issue

Signed by

READ—

Letter No 479 dated 15th Oct 1910 from the Musrai Superintendent in Mysore, recommending that on the termination of the lease of Vaghaikulam Village to

ORDER THEREON.—No.

Sankara Iyer, the present lessee, at the end of Fasli 1321 the Kaveradu Village be leased to Sundaram Iyer, son of Sankara Iyer, for a period of 10 years on the conditions specified below:

over

SUBJECT.

GPB—10,000 -9 12-09

and adding that the Swamigalu has no objection to such lease.

(1) That the lessee shall pay a rent of Rs 4500/- a year;

(2) That he shall himself pay all Govt dues;

(3) That the lessee shall carry on all the litigation at his own Cost and use his best endeavours to secure decisions favorable to the Matt, &

(4) That the lessee shall deposit Rs 5000/- on which interest allowed by the Govt Savings Bank shall be paid by the Matt.

Order thereon No. 1925-6
Dated 28-09-9

The Muzrai Superintendent's
endorsement is sanctioning
draft of the proposed

G.R.S. 27]

GENERAL AND REVENUE SECRETARIAT.

(*Continuation Sheet draft form.*)

Lease deed should be submitted for approval by Govt before it is executed.

D&L) 21.11.1910

Dr Addl. Secretary.

To.

The Huzur Asst. in Impose, Comptroller to Govt.

Copy of the Lease of the Sri Vyasarayaswami Mutt.

2/2/11

Cord

Mem 14 Feby 1911

4

MLCPB—30,000—5-4-05.

D 1687

Mirz 281-09-10.

To

H.V.Nanjundiah Esq.,M.A.,M.L.,

Second Councillor

to the Government of H.H.the

Maharaja of Mysore.

In the matter of the lease of the Inam Lands at Vogai-Kollam, Tinnevelly District, belonging to Vyasaraya Mutt.

I, C.S, Sambasiva Iyer, Ambasamudram respectfully beg leave to bring the following few facts to your Honour's kind consideration:-

Vogaikollam is an Inam Village belonging to the Vyasaraya Mutt, and under the control of the Muzrai Superintendent of the Government of His Highness the Maharaja of Mysore. It is now given a lease to one Mr.Sankara Iyer, Ambasamudram, and the lease expires on the 30th June 1912.

Desirous of obtaining the lease of the above mentioned village, I sent in an application and telegram early in 1909 to the Muzrai Superintendent, for which no reply was accorded, but the Local Agent informed me, that there are yet three years for the lease to expire, and due notice would be given to me before a new lease was executed by any other person.

Last year in the month of October, learning that Sankara Iyer was negotiating for the renewal of the lease, I again submitted a petition and a reply prepaid telegram to the Muzrai Superintendent for which no reply was accorded. Seeing that no reply was given, and afraid that the matter may slip out of my hands, I came in person in November to see the Muzrai Superintendent. I saw him at Mysore and offered very advantageous term to the Government. I promised to pay a lease of Rs.10,000 a year irrespective of their being sufficient yield or not. He told me, that the

subject

subject of the renewal of the lease, was not taken up as yet, and that they would give me due notice before they settled the matter finally, At about the same time, I had asked Mr.Ananthakrishna Sastry, Travelling Pundit of the Oriental Library to see your honour. Your Honour, he wrote to me, had then kindly consented to consult the Local Agent, and then give me due information before the matter was finally settled.

In the middle of the January of this year, I heard that Mr.Sankara Iyer had again come here, to get a renewal of the lease. I then sent a reply prepaid message to the Muzrai Superintendent, asking to wire to me, if the renewal of the lease was to take place now, so as to enable me, to come and outbid any other competitor. No reply was accorded though I waited nearly a fortnight.

I came to Bangalore on Monday and was able to see the Muzrai Superintendent only yesterday. He told me that final orders were passed on last Saturday and that if your Honour would direct him to reconsider the question, he would then look to our case.

With respect to the fresh lease of the Vogaikollan Inam lands, I am prepared to offer the follwoing terms:-

I am prepared to pay ar annual rental of Rs.10,000, paying the year's rental in advance, without any reservation against loss due to Vig major. I am also prepared to conduct the original suit pending in the District Munsiff's Court, Ambasamudram, paying the present lease, Mr.Sankara Iyer's costs, and undertaking to bear any loss that might arise as a result of this suit.

In these circumstances, I pray, that your honour may

be

be pleased,

1. To direct the Muzrai Superintendent to reconsider the question, and grant me the fresh lease,

2. or that your honour may be pleased, to cancel the previous order, and as there more than one person anxious to get the lease of the said lands, to give the fresh lease to the highest bidder who offers the most advantageous terms to the Government.

I further pray that in view of the fact, that I have come from a distant country early orders may be passed.

For which act of kindness, I shall, as in duty bound, pray for Your Honour's long life and presperity .

I beg to remain,

Your Honour's most obedient servant

C. S. Lambrecina wijit

Bangalore
8th February 11

Mwr

Presented in person.

I fear it is too
late to reconsi
der the matter.

8/2/11

(Please let me
see if there is any
truth in the various
stts about previous
appns by this pst'r
to this Mwr. Supt's
+ good agent:)